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upon particular points connected with these exemptions—as to what constituted the tools of one's trade, or necessary household furniture, for upholding life. Those terms are capable of such refinement as to embrace nothing under the term "tools" but the few instruments used in the hand, or they may be so extended as to embrace extensive and complicated machines, used in the carrying on of one's trade. The proper medium will be found where the mechanic is left sufficient tools and instruments to enable him to carry forward the business of his trade without material hindrance.

So too in regard to household furniture, it should be limited to such articles as the debtor procures for his actual use, and such as at the time of procuring

them he considered needful for his comfort and that of his visitors and servants. And with this limitation, where the statutes are general and without specific limitation, it has not been common for the courts to allow creditors to invade the dwelling, with the purpose of raising the question how much less furniture his debtor can possibly contrive to live with, in his reduced circumstances. Furniture, when purchased for *bonâ fide* use, is never regarded as an investment, or as forming any portion of the corpus of the estate; and when not made the instrument of defrauding creditors, or needlessly extravagant, will seldom be regarded by creditors as any just resort for the collection of debts.

I. F. R.

City Court of Baltimore, Maryland.

STRASBURGER v. BURK.

The principles of public policy which make void all contracts tending to the corrupting of elections held under authority of law, apply equally to what are called primary or nominating elections, although these are mere voluntary proceedings of the voters of certain political parties.

A contract to procure a nomination for a public office by providing liquors, &c., to voters, is void, and the courts will not aid either party in its enforcement.

THE father of the appellant, who is a citizen of Baltimore, desired to be nominated by the Democratic party at the primary election held on the 4th of August 1873, as its candidate for member of the first branch of the City Council for the Fifth ward, at the election which was held in September of the same year. He was in Europe at the time, and the management of the canvass was left entirely to the appellant, who accordingly applied for assistance to the appellee, the keeper of a lager beer saloon, who professed to have a potential influence with the numerous German voters of the ward.

The appellee stated that he had already been applied to on the subject by another person, but was willing to give his aid to the appellant's father for an adequate consideration. A contract was

accordingly made between the parties, by which the appellee was not only to give his political influence in favor of Strasburger, Sr., but was also to furnish lager beer and cigars to the voters of the ward at the saloon of the appellee. And the appellee now brought this action against the appellant for refreshments furnished, as he alleged in pursuance of the contract, on the day of the primary election, to the amount of \$18, consisting of two kegs of beer, a box of cigars, and also some extra beer supplied after the kegs were exhausted. It was not denied that some of this beer was ordered, and an order to the appellee, written by the appellant and signed Strasburger & Son, a firm of which the appellant was a member, and produced at the trial, was in these words: "Put the amount of beer up that I told you, and I will pay." The beer and cigars were consumed early in the day, but without the anticipated effect, for Strasburger, the elder, failed to obtain the nomination.

Judgment was given for plaintiff, and defendant then appealed to this court.

The opinion of the court was delivered by

G. W. BROWN, C. J.—It is admitted that the appellant paid the appellee \$10, but the object of the payment is disputed. The appellant contends that it was on the account sued on, while the appellee insists that it was paid in consideration of his services in securing voters, and that the account for beer and cigars is still due. It is a matter of no importance on what account the money was paid, for the entire contract is contrary to public policy, and is therefore void. The Code, article 30, section 20, provides that if any candidate at any election, or other person, shall, at or before the day of election, give, bestow, or promise, any gift or reward to secure any person's vote, or shall keep or suffer to be kept any house, tent, booth, or other accommodation, during the day of holding the election, and before the close thereof, at his expense, where any victuals or intoxicating liquors shall be gratuitously given or dealt out to voters, he shall be subject to a penalty not exceeding \$500, and suffer such imprisonment as the court may adjudge, not exceeding six months, and such other penalties as are prescribed by the Constitution. This is a penal statute, and the punishment prescribed can only be inflicted on conviction in a criminal proceeding, but any contract made to violate its provisions is necessarily

void. A similar statute was passed in England in the seventh year of William III., and various cases have there held that any contract made in violation of its provisions could not be enforced in the courts. There is also a similar statute in North Carolina, and the Supreme Court of that state, in the case of *Duke v. Ashbee*, 11 Iredell 112, which was a suit to recover the price of liquor furnished previous to an election, says emphatically: "Among the most corrupting practices of candidates for office is the one we are considering in this case; it is bribery of the most vicious and destructive tendency, and deserves to find no favor either in courts of justice or from the people themselves." It is clear, then, on authority, and it is equally clear on principle, that the whole contract in this case, if the election had been one appointed by law, would be illegal and void, because it would be in violation of the policy of the statute, as well as immoral and injudicious in tendency. But it is contended that this was a primary election not held under the authority of law, but merely a voluntary expression of the opinions of the Democratic voters who chose to attend, and therefore that the considerations of public policy which apply to legal elections have no application to it. These primary elections, however, although they are not prescribed by law, are recognised and sanctioned by it, for the Act of 1867, chapter 367, makes it the duty of the Board of Police Commissioners "to preserve order at primary meetings and elections;" in fact they have grown to be an essential part of our political system. Imperfect and unsatisfactory and liable to gross abuse as they are, they constitute almost the universal mode by which candidates everywhere are now brought before the people for their suffrages. If they are tainted by fraud or corruption, our political institutions are contaminated at their source.

The same principles of public policy, therefore, which apply to elections ordained by law must for the same reasons be applicable to the primary elections. It is equally injurious to the public whether a man sells his influence with the voters at a primary election or at a legal election, and it is equally corrupting to the voters whether they are treated to beer and cigars to influence their votes at a primary election or at a legal election. The judgment below was for the appellee. I therefore reverse it, but as there is no merit on either side, and as costs in these cases are left entirely to

the discretion of this court, I direct that each party shall pay his own costs.

The question decided in the foregoing opinion is one of the highest importance, not only in its general bearing upon all contracts, but more especially, in regard to the particular class of contracts here presented. There can be no question that all contracts, intended to interrupt or control the freedom of elections, in any form, or to any extent, must be regarded as against the policy of the law, and consequently void. And this, we think, results most unquestionably from the general principles of the common law, altogether independent of any statutory enactments upon the subject. It requires no argument to prove that the freedom of elections, in every department of the government, is the indispensable condition of their existence. It may be true that no such thing exists, in fact, or even can exist, under the present state of public opinion. But they are nevertheless valid laws. And the same is equally true of all laws, however high or holy. They cannot be enforced against the combined force of public sentiment. But they are none the less valid laws, and it is the duty of courts so to declare and to hold all contracts made in contravention of them absolutely of no effect and utterly subversive of the true policy of the law. All contracts for the sale of spirits or wines, all wagers, all games, or sports, and all other things, however fashionable, or of common occurrence, among

men or women, of the highest pretence to culture and fashion, whether in a common beer saloon, or in the spacious and gorgeous saloons of Europe or America, if prohibited by law, or by the policy of the law, are equally infamous and discreditable to all parties concerned in them. And no evasion or circumlocution can render them respectable or valid in law, or worthy of the countenance of any court, whatever opinions we may entertain of the wisdom or justice of such laws. The decisions are all in one direction upon the general question of illegal contracts, or those in contravention of positive law, as well as the particular form of illegality here presented. It would be idle to attempt to exclude this case from the general rule, because the primary meetings for nominating candidates are not recognised by any statutory enactments. They are intended to have, and do have, the most controlling effect upon the final elections, and it would be absurd to limit the freedom of elections to the latter. The invalidity of all such contracts is discussed in detail by ALDIS, J., in *Nichols v. Mudgett*, 32 Vermont Reports 546. And we have said all we desire to say, upon the general question of the invalidity of contracts or property, or rights of action, held in conflict with the established policy of the law, in *Spalding v. Preston*, 21 Vt. Reports 9.

I. F. R.

Supreme Court of Ohio.

THE UNION MUTUAL LIFE INSURANCE CO. v. SARAH A.
McMILLEN.

A life-policy issued by a foreign company, is not rendered void by the neglect of the company to comply with the provisions of the Act of April 16th 1867, providing for the incorporation and regulation of insurance companies ; nor will such